



Enablr.org.au
TERMS AND CONDITIONS

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Without prejudice to the generality of the foregoing paragraph, Enablr does not warrant that:

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Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Enablr liability in respect of any:

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- fraud or fraudulent misrepresentation on the part of Enablr; or
- matter which it would be illegal or unlawful for Enablr to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Enablr and undertake to keep Enablr indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Enablr to a third party in settlement of a claim or dispute on the advice of Enablr's legal advisers) incurred or suffered by Enablr arising out of any breach by you of any provision of these terms and conditions[, or arising out of

any claim that you have breached any provision of these terms and conditions].

Breaches of these terms and conditions

Without prejudice to Enablr's other rights under these terms and conditions, if you breach these terms and conditions in any way, Enablr may take such action as Enablr deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Enablr may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Enablr may transfer, sub-contract or otherwise deal with Enablr's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Enablr in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Australian law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Australia.